

**United States District Court, Northern District of Illinois**

|   |   |   |            |
|---|---|---|------------|
| Name of Assigned Judge<br>or Magistrate Judge | Samuel Der-Yeghiayan  | Sitting Judge if Other<br>than Assigned Judge |            |
| <b>CASE NUMBER</b>                            | 12 C 233  | <b>DATE</b>                                   | 12/11/2012 |
| <b>CASE<br/>TITLE</b>                         | Administrative District Council 1 of Illinois of the International Union of Bricklayers<br>and Allied Craftworkers, AFL-CIO vs. Masonry Company, Inc. |   |            |

**DOCKET ENTRY TEXT**

Plaintiff's motion to amended judgment [70] is granted . Judgment is entered in favor of Plaintiff and against Defendant Masonry Company, Inc. in the amount of \$817,670.53, along with interest at the rate of 10% a year from November 21, 2012, to the date of payment on \$751,696.00 of that amount, and interest at the statutory rate on the remaining \$65,974.53. Therefore, the court grants Union's motion to amend the judgment.

■ [ For further details see text below.]

Docketing to mail notices.

**STATEMENT**

This matter is before the court on Plaintiff Administrative District Council of Illinois of the International Union of Bricklayers and Allied Craftworkers, AFL-CIO's (Union) motion to alter or amend judgment, and motion in the alternative to enter a supplemental order. Union brought the instant motion seeking to enforce an arbitration award. On October 25, 2012, this court granted Union's motion for summary judgment and entered judgment in this case. On November 5, 2012, Union filed the instant motion. Union requests that the court amend the final judgment to specify the relief awarded pursuant to the arbitration award. Union contends that the arbitration award assesses damages of \$680,360.00. Union also seeks \$65,974.53 for attorneys' fees and costs, and \$68,336.00 in interest through November 21, 2012. The total amount sought by Union is \$817,670.53.

Defendant acknowledges that \$680,360.00 are owed in damages pursuant to the arbitration award. (Ans. 2). Defendant argues, however, that the arbitration award specifically called for payments to separate parties and that, as to Union, the award provided that Union was to receive only \$304,980.00 in damages. (Ans. 3). Defendant also acknowledges that it must pay attorneys' fees and costs, but argues that some of the

## STATEMENT

legal expenses were incurred by other parties that were awarded damages in the arbitration award. Defendant argues that Union should receive payment for only the fees and costs that it paid for. Although other parties were identified in the arbitration award, Union is the only party seeking to enforce the arbitration award and Defendant does not indicate that it has made any payment to any other party identified in the arbitration award. The court will therefore enter judgment in the amount of \$680,360.00 in damages that is specified in the arbitration award. Union is directed to immediately make payments to the parties identified in the arbitration award in the amounts specified in such award together with proportionate interest. As to attorneys' fees and costs, Union is the only named Plaintiff that prosecuted this action and Defendant acknowledges that it is liable for such fees and costs. Judgment is entered against Defendant in the amount of \$817,670.53, along with interest at the rate of 10% a year from November 21, 2012, to the date of payment on \$751,696.00 of that amount, and interest at the statutory rate on the remaining \$65,974.53. Therefore, the court grants Union's motion to amend the judgment.